

CRAVATH, SWAINE & MOORE

WORLDWIDE PLAZA
825 EIGHTH AVENUE
NEW YORK, NY 10019-7475

TELEPHONE: (212) 474-1000
FACSIMILE: (212) 474-3700

33 KING WILLIAM STREET SUITE 2609, ASIA PACIFIC FINANCE TOWER
LONDON EC4R 9DU ENGLAND 3 GARDEN ROAD, CENTRAL
TELEPHONE: 44-171-453-1000 HONG KONG
FACSIMILE: 44-171-860-1150 TELEPHONE: 852-2509-7200
FACSIMILE: 852-2509-7272

WRITER'S DIRECT DIAL NUMBER

SAMUEL C. BUTLER
GEORGE J. GILLESPIE, III
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN
ALAN J. HRUSKA
JAMES M. EDWARDS
FREDERICK A.O. SCHWARZ, JR.
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID O. BROWNWOOD
PAUL M. DODYK
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE
HERBERT L. CAMP
ALLEN FINKELSON

RONALD S. ROLFE
PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON
MAX R. SHULMAN
STUART W. GOLD
JOHN W. WHITE
JOHN E. BEERBOWER
EVAN R. CHESLER
PATRICIA GEOGHEGAN
D. COLLIER KIRKHAM
MICHAEL L. SCHLER
DANIEL P. CUNNINGHAM
KRIS F. HEINZELMAN
B. ROBBINS KIESSLING
ROGER D. TURNER
PHILIP A. GELSTON

RORY O. MILLSON
NEIL P. WESTREICH
FRANCIS P. BARRON
RICHARD W. CLARY
WILLIAM P. ROGERS, JR.
JAMES D. COOPER
STEPHEN L. GORDON
ROBERT A. KINDLER
DANIEL L. MOSLEY
GREGORY M. SHAW
PETER S. WILSON
JAMES C. VARDELL, III
ROBERT H. BARON
KEVIN J. GREHAN
W. CLAYTON JOHNSON
STEPHEN S. MADSEN
C. ALLEN PARKER
MARC S. ROSENBERG

WILLIAM B. BRANNAN
LEWIS R. STEINBERG
SUSAN WEBSTER
WILLIAM H. WIDEN
TIMOTHY G. MASSAD
DAVID MERCADO
ROWAN D. WILSON
JOHN T. GAFFNEY
PETER T. BARBURY
SANDRA C. GOLDSTEIN
PAUL MICHALSKI
THOMAS G. RAFFERTY
MICHAEL S. GOLDMAN
GEORGE W. BILICIC, JR.
RICHARD HALL
ELIZABETH L. GRAYER
JULIE A. NORTH

(212) 474-1820

RECORDATION NO. 20806 FILED

AUG 19 '97

10-44 AM
9-87

August 18, 1997

Dear Mr. Williams:

In accordance with 49 U.S.C. §11301, we submit herewith for recording with the Surface Transportation Board original counterparts of the document described below.

This document is a Memorandum of Indenture and Security Agreement, a "primary document", dated as of August 2, 1997.

The names and addresses of the parties to the primary document are as follows:

DEBTOR, MORTGAGOR: Chase Manhattan Bank Delaware,
as trustee for the
UP 1997 TRUST FOR BNY
1201 Market Street
Wilmington, Delaware 19801

SECURED PARTY, Citibank, N.A.
MORTGAGEE; 120 Wall Street
New York, New York 10043

The equipment covered by the document is listed in Schedule A hereto, and bears the reporting marks and road numbers of Union Pacific Railroad Company listed therein.

The recordation fee of \$24.00 is enclosed. After recordation, please return the counterparts not needed by

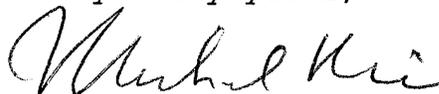
the Board, stamped with the recordation data, to the undersigned at the address shown above.

A short summary of the document for use in the index follows:

Memorandum of Indenture and Security Agreement dated as of August 2, 1997, between Chase Manhattan Bank Delaware, as trustee for the UP 1997 TRUST FOR BNY, as debtor and mortgagor, and Citibank, N.A., as secured party and mortgagee, covering 64 locomotives.

Please acknowledge receipt on the enclosed copy of this letter.

Very truly yours,



Michael Rice

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street N.W.
Washington, D. C. 20423

Encl.

SCHEDULE A
(Transaction dated August 2, 1997,
UP 1997 Trust for BNY)

<u>Quantity and Description</u>	<u>Reporting Marks</u>	<u>Road Numbers</u>
64 General Electric model AC4400 diesel-electric locomotives		6570--6627, 6629--6634, inclusive

AUG 19 '97

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P-97

MEMORANDUM OF INDENTURE AND SECURITY AGREEMENT dated as of August 2, 1997, between CHASE MANHATTAN BANK DELAWARE, not in its individual capacity but solely as trustee for the UP 1997 TRUST FOR BNY (hereinafter, in such capacity, called the **Mortgagor**), and CITIBANK, N.A., as indenture trustee under the Indenture and Security Agreement referred to below (hereinafter, in such capacity, called the **Mortgagee**).

WHEREAS the Mortgagor and the Mortgagee are entering into that certain Indenture and Security Agreement dated as of the date hereof (hereinafter called the **Indenture**), pursuant to which the Mortgagor is granting to the Mortgagee a security interest in and mortgage and charge on all the Mortgagor's estate, right, title and interest in and to the following described property, whether now owned or hereafter acquired:

(1) the Lease Agreement dated as of August 2, 1997, between the Mortgagor and Union Pacific Railroad Company, and all supplements and amendments thereto, including all rights of the Mortgagor as lessor thereunder and all amounts of basic rent, supplemental rent, insurance proceeds and other payments of any kind for or with respect to the railroad equipment listed in Schedule A hereto payable thereunder;

(2) the railroad equipment listed in Schedule A hereto, bearing the reporting marks and road numbers of Union Pacific Railroad Company shown in said Schedule A, and all additions and alterations thereof, replacements thereof and substitutions therefor;

(3) all right of the Mortgagor to restitution from any party to any Operative Document (as defined in the Indenture) (other than the Tax Indemnity Agreement, as defined in the Indenture) in respect of any determination of invalidity thereof; all moneys and securities now or hereafter paid to or deposited with (or required to be paid to or deposited with) the Mortgagee by or for the account of the Mortgagor pursuant to the Indenture; and all instruments, documents of title, books and records of the Mortgagor concerning the collateral listed herein (other than income tax and other similar financial records relating to the commitment of the party for whom the Mortgagor is acting as trustee);

(4) all other property and assets of whatever kind, nature or description, real, personal and mixed, and

any interest therein, which may be acquired, received or held by the Mortgagor pursuant to any Operative Document (as defined in the Indenture) (other than the Tax Indemnity Agreement, as defined in the Indenture), wherever located and whether or not otherwise expressly subjected to the lien of the Indenture, or that may be granted, mortgaged, assigned, transferred and pledged to the Mortgagee under the Indenture by the Mortgagor and accepted by Secured Party; and

(5) all proceeds, rent, issues, profits, products, revenues and other income from or on account of the foregoing,

all subject, however, to the exclusions and exceptions specified in the Indenture.

IN WITNESS WHEREOF, the parties wish to show for the public record the mortgage of and security interest in the aforesaid property in favor of the Mortgagee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

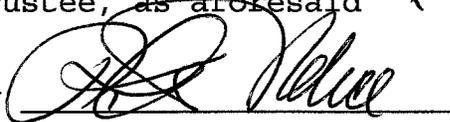
CHASE MANHATTAN BANK DELAWARE, not in its individual capacity but solely as trustee, as aforesaid

by



CITIBANK N.A., as indenture trustee, as aforesaid

by



STATE OF DELAWARE)
) SS.:
COUNTY OF NEW CASTLE)

On this 7th day of August, 1997, before me personally appeared John J. Cashin, to me personally known, who, by me being duly sworn, says that he is a Vice President of CHASE MANHATTAN BANK DELAWARE, and that the foregoing instrument was signed on behalf of said bank by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Diane L. Prengle
Notary Public

DIANE L. PRENGLE
NOTARY PUBLIC
COMMISSION EXPIRES
10/13/98

My commission expires

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 12th day of August, 1997, before me personally appeared P. DeFelice, to me personally known, who, by me being duly sworn, says that he is a Vice President of CITIBANK, N.A., that the foregoing instrument was signed on behalf of said national banking association by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Jeffrey Berger
Notary Public

My commission expires

JEFFREY BERGER
Notary Public, State of New York
No. 01BE5015814
Qualified in Kings County
Commission Expires July 26, 99

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(Transaction dated August 2, 1997,
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